

EXHIBIT "A"

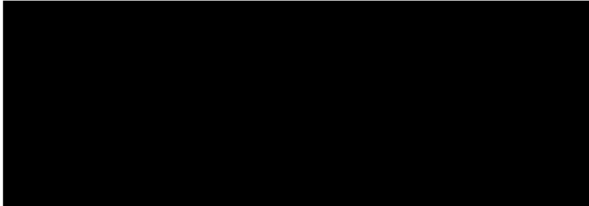


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CONFIDENTIAL

September 19, 2018

Charles J. Nerko
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cnerko@vedderprice.com



Re: Engagement by Vedder Price P.C. for Attorney-Directed Expert Services

Dear 

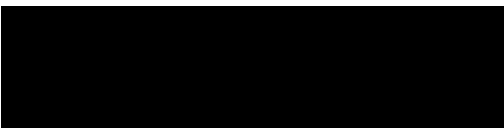
Vedder Price P.C. ("us," "we," or "our") is pleased to engage you to serve as an expert in connection with our representation of Bessemer System Federal Credit Union (our "client") in accordance with the terms in this letter.

In connection with the retention of our law firm to render legal services to our client in connection with the litigation *Bessemer System Federal Credit Union v. Fiserv Solutions, LLC f/k/a Fiserv Solutions, Inc.*, pending in the Court of Common Pleas of Mercer County, Pennsylvania, we have express authority to engage an information security expert to work under our direction and report directly to us in order to assist us in providing legal advice to our client. The services will include your investigation and analysis of our client's claims against Fiserv Solutions, LLC. This work contemplates services of character and quality which will be a necessary adjunct to our services as attorneys in providing legal advice. You will perform any individual tasks necessary for the proper rendering of the work we request and for carrying out the intent and purpose of this engagement. Any additional services performed are subject to these terms.

Our cocounsel in the litigation is Pietragallo, Gordon, Alfano, Bosick & Raspanti, LLP, who is also authorized to communicate, direct, and instruct you with respect to the services. Our cocounsel is also entitled to the benefit of the terms set forth in this letter.

At some future point our client may decide to designate you as a testifying expert witness. That decision has not yet been made, and our client may decide never to name you as a testifying expert. If our client later designates you as a testifying expert witness, the same terms stated in this letter will continue to apply, and you will cooperate fully with us in providing expert discovery and testimony.

You will report to us orally or, if requested, in writing. Any documents you create will be addressed to us and prominently marked "**PRIVILEGED AND CONFIDENTIAL – ATTORNEY WORK PRODUCT.**" In connection with your engagement, all communications with you and us or our client shall be confidential and made solely for the purpose of assisting us in giving legal advice to our client. It is intended that your work product be maintained as confidential, protected under the attorney-work product and other applicable privileges, and immunized from discovery.




Please preserve all documents, information, and things, whether in hard copy, electronic, or other form (e.g., e-mails) generated, received, or reviewed by you in connection with this engagement. Documents that you create may become discoverable, including drafts and notes prepared prior to your opinion or report being finalized. In our experience, opposing counsel who obtain such documents in discovery often seek to exploit them in an unfair and misleading way—for example, to suggest that changes from prior drafts have some sinister explanation. This is profoundly unfair because you will be learning the case over time, and you may not know all relevant information before finalizing your opinion and report. In addition, preparing draft opinions and reports is expensive and should not be done prematurely. Therefore, you agree that: (i) you will convey your preliminary opinions to us orally; (ii) you will not prepare any draft opinion or report without our consent (regardless of whether is for internal purposes or to share with others); (iii) you will not share any draft opinion or report, or any notes, with any other person without our consent; (iv) every draft opinion or report will bear the following legend: **“THIS IS A PRELIMINARY DRAFT. IT HAS BEEN PREPARED BASED ON PRELIMINARY INFORMATION AND ON ASSUMPTIONS. NO ONE MAY RELY ON THIS DRAFT. IT IS SUBJECT TO CHANGE AS ADDITIONAL INFORMATION BECOMES AVAILABLE OR IS CLARIFIED.”**; and (v) all notebooks or individual pages of notes will each bear the following legend: **“THESE NOTES ARE INCOMPLETE AND HAVE BEEN PREPARED FOR PERSONAL USE ONLY. NO ONE MAY RELY ON THEM FOR ANY PURPOSE. ALL VIEWS ARE SUBJECT TO CHANGE AS ADDITIONAL INFORMATION BECOMES AVAILABLE OR IS CLARIFIED.”**

You will comply with all applicable laws, regulations, and contractual obligations (“Laws”) in providing the services and not engage in any deceptive, unsafe, or unlawful practice. You will take no action or omit to take any action that would cause you, us, or our client to fail to comply with the Laws. The services will be timely performed in accordance with professional industry standards. To the extent you have previously received information relevant to our client’s case or the services, you represent that such information was obtained in compliance with Laws. You represent that you have the necessary capability, experience, means, licenses, permits, and intellectual property to perform the services and for us and our client to use your deliverables. The deliverables are works made for hire; to the extent that any deliverable does not qualify as a work made for hire, you hereby irrevocably assign to our client all right, title, and interest in and to it. To enable us to represent our client effectively, you will cooperate fully with us and promptly provide to us all information known or lawfully available to you that is relevant to our representation of our client. This information will form the basis of our legal advice to our client.

Confidentiality

The following information constitutes “Confidential Information,” and you will neither use nor disclose such information without our prior written permission: (i) information gained during and relating to our representation of our client or this engagement, including information received because of this engagement or that has any possible relevance to our representation of our client; (ii) information prepared or developed by you in connection with this engagement; (iii) information relating to us or our client; (iv) documents, information, and things obtained or generated in connection with this engagement, whatever their source; and (v) any information derived, in whole or in part, from any of the foregoing. The prohibition on disclosures of Confidential Information also applies to disclosures that do not themselves reveal Confidential Information, but could reasonably lead to others discovering the Confidential Information.



You will use appropriate safeguards to prevent unauthorized use or disclosure of Confidential Information. For example, do not use anything accessible to or monitored by third parties (e.g., insecure Wi-Fi networks, shared storage locations or devices, or monitored e-mail accounts) when communicating about this engagement or storing Confidential Information. Further, do not reduce any Confidential Information to written or electronically stored form unless directed to by us.

All embodiments of Confidential Information and all documents, information, and things obtained or generated in connection with this engagement (regardless of their nature, source, or confidentiality) belong to us, and will be held by you solely for our convenience and subject to our unqualified right to instruct you with respect to their possession and control. At our request, you will immediately return them to us, or, at our option, destroy them, and provide a certification of compliance. Notwithstanding anything in this provision, you may retain a copy of this letter for your files.

You will immediately notify us if any of the following happens: (i) the use or disclosure of Confidential Information in a manner not authorized by us; (ii) a request from anyone (other than us) to speak about this engagement or to gain Confidential Information; and (iii) an attempt to serve, or the receipt of, a subpoena, discovery request, search warrant, investigative demand, or other legal process or demand that seeks the disclosure of Confidential Information. You will cooperate fully with us in protecting Confidential Information and in responding to any such legal process or demand per our instructions. Nothing in this agreement prohibits disclosures that are limited to what is required by a court order.

Conflicts of Interest

You represent that you have conducted a conflict-of-interest analysis and determined that no conflict exists that would impair your ability to serve. As part of your conflict analysis, you have determined and represent that you presently are not serving, have not previously served, are not affiliated with, and do not employ, anyone who is or can reasonably be expected to be adverse to our client in a legal matter. In addition, you have determined and represent that, you, your employees, and your affiliates do not have any financial, business, property, or other personal interests that may or can reasonably be expected to affect the services. Further, you, your employees, and your affiliates will not consult for, or otherwise represent, any other person or entity with an interest adverse to our client's interests in or concerning the pending litigation, or the events or occurrences out of which the pending litigation arises. This provision also applies to any of your future employees and affiliates.

You represent that: (i) you have the necessary expertise, as a result of your education, training, and experience, to provide advice to us and our client and, if necessary, to testify on behalf of our client; (ii) you know of no reason why you cannot provide expert advice to us and our client and, if necessary, testify on behalf of our client; (iii) you can, consistent with your other obligations, devote sufficient time and attention to this matter to assist us and our client and will not take on additional assignments that would make it difficult for you to do so; (iv) you have disclosed to us any relevant publications, papers, and previous engagements where you provided expert opinion, advice, and/or testimony that may relate to your services and potential testimony in this case.

You will notify us immediately if any actual or potential conflict of interest should or is reasonably expected to arise.

Other Relationship Matters

You will act as an independent contractor, and nothing is intended to create any other kind of relationship. You may not make any statements, promises, representations, or assertions on behalf of us or our clients. You may not use our or our client's identities or marks for any purpose unrelated to providing services for this engagement, including in any marketing, advertising, or promotion.

You will be compensated at an hourly rate of \$250 for your services (reduced by 50% for time spent traveling), and our written preapproval is required for any additional fees and expenses. You will submit reasonably detailed invoices in a form acceptable to us on a monthly basis, copying our client directly. Our client will pay correctly stated invoices thirty days from receipt. This engagement is subject to approval by our client, who is solely responsible for the payment of all fees and expenses. We have no liability for any portion of your fees or expenses or any unpaid or disputed amounts.

You will not assert any claim arising out of or relating to this engagement, including in contract, statute, equity, negligence or other tort, against us, our affiliates, our cocounsel, or any of our or their attorneys or employees, in each case whether past, present, or future (collectively, the "Law Firm Entities"). The Law Firm Entities make no representation as to the accuracy or completeness of any information that may be furnished to you. You consent to venue and jurisdiction wherever we have an office with attorneys who work with you.

This letter states the entire agreement on its subjects and replaces any other agreements. It is enforceable to the maximum extent the law allows. Unenforceable parts of it are to be replaced with terms that most closely match the parties' intent, and the rest will not change. The terms of this letter are not limited by any captions or more specific provisions. These terms survive after the conclusion of our engagement and after the termination of this agreement. Any changes or additions to these terms must be confirmed in a writing sent by us or signed by us. Our client and our cocounsel are third-party beneficiaries of these terms. You may not assign any of your rights or delegate any of your obligations without our prior written consent, and any purported attempt to do so will be void. Our rights are cumulative and not exclusive. We will not lose them because we delay or do not enforce them. You acknowledge that you are not relying on any statement, promise, representation, assertion, or thing not expressly set forth in this letter. The words "including," "include(s)," and "e.g." should be deemed followed by "without limitation." Pennsylvania law, including its professional conduct rules, governs this engagement, including these terms. Scanned, reproduced, or e-signed copies of this letter are as valid as an original.

We look forward to working with you on this engagement. Please review this letter and let me know if you have any concerns. If these terms are satisfactory, please sign this letter and return it to my attention.

Very truly yours,



Charles J. Nerko

[Signature page follows.]

[REDACTED]

Agreed:

[REDACTED]

**Approved for the limited purpose of confirming sole
responsibility for the payment of fees and expenses:**

Ms. Joy E. Peterson, CEO
BESSEMER SYSTEM F.C.U.
By: Ms. Joy E. Peterson, CEO

Client's Address for Invoices:
106 Woodfield Drive
Greenville, PA 16125
Attn: Ms. Joy E. Peterson